

## EXHIBIT 2

1 UNITED STATES DISTRICT COURT  
2 DISTRICT OF MINNESOTA

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4 FAIR ISAAC CORPORATION,

5 Plaintiff,

6 v. Court File No. 16-cv-1054(WMW/DTS)

7 FEDERAL INSURANCE COMPANY,  
8 an Indiana corporation, and ACE  
9 AMERICAN INSURANCE COMPANY,  
10 a Pennsylvania corporation,

11 Defendants.  
12 -----

13 VIDEO DEPOSITION OF

14 THOMAS CARRETTA

15 MARCH 22, 2019

16 9:31 A.M.  
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EXHIBIT

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<p>1 <b>A. It depends on the context.</b></p> <p>2 Q. Do you know whether that was the case in this</p> <p>3 situation?</p> <p>4 <b>A. There was a salesperson definitely who was</b></p> <p>5 <b>contacting various elements of the Chubb</b></p> <p>6 <b>Corporation. There were several people actually,</b></p> <p>7 <b>and depends on what part of the world they're in,</b></p> <p>8 <b>but there may be other people that are interacting</b></p> <p>9 <b>that might be considered primary. Depends on what</b></p> <p>10 <b>part of the organization.</b></p> <p>11 <b>So if there was an engineer of Chubb &amp;</b></p> <p>12 <b>Sons in the United States entering a log ticket,</b></p> <p>13 <b>he might have a conversation with somebody in the</b></p> <p>14 <b>maintenance organization and that person would be</b></p> <p>15 <b>the primary contact. So it depends on the</b></p> <p>16 <b>purpose, and you haven't defined the purpose.</b></p> <p>17 Q. Okay. Mike Sawyer was the client partner for much</p> <p>18 of the Chubb/FICO relationship, correct?</p> <p>19 <b>A. He was the client partner for the United States</b></p> <p>20 <b>elements of Chubb &amp; Sons, and then if there were</b></p> <p>21 <b>opportunities outside of Chubb &amp; Sons, he would</b></p> <p>22 <b>probably be the person that would contact them,</b></p> <p>23 <b>yes.</b></p> <p>24 Q. And he was -- do you understand that he was sort</p> <p>25 of the primary point person at FICO for Chubb?</p> <p style="text-align: right;">Page 40</p>	<p>1 <b>clause that says we only do it if we have a</b></p> <p>2 <b>written Statement of Work.</b></p> <p>3 Q. And so the significance of that statement, I take</p> <p>4 it, is that you don't believe that chatter between</p> <p>5 low-level people should bind FICO?</p> <p>6 MS. KLIEBENSTEIN: Objection, calls for a</p> <p>7 legal conclusion.</p> <p>8 THE WITNESS: They're not authorized to bind</p> <p>9 us.</p> <p>10 BY MS. JANUS:</p> <p>11 Q. Okay. So statements made by FICO to Chubb by the</p> <p>12 salespeople are not binding on FICO?</p> <p>13 <b>A. Well, by the agreement of the parties, it has to</b></p> <p>14 <b>be written. And so they'll have conversations and</b></p> <p>15 <b>say, I have this problem, do you have a solution;</b></p> <p>16 <b>well, we might be able to do it like this. So</b></p> <p>17 <b>there's engagement going on, but it's not work.</b></p> <p>18 <b>In that sense, it's trying to identify problems,</b></p> <p>19 <b>potential solutions.</b></p> <p>20 <b>If they find a solution that the client,</b></p> <p>21 <b>in this case Chubb &amp; Sons, wants to pursue, they</b></p> <p>22 <b>would enter into a written Statement of Work. So</b></p> <p>23 <b>no, that conversation is not binding. It's just</b></p> <p>24 <b>normal conversation.</b></p> <p>25 Q. What about conversations about uses outside of the</p> <p style="text-align: right;">Page 42</p>
<p>1 <b>A. For the United States.</b></p> <p>2 Q. So Chubb in Europe may have had other point</p> <p>3 people, but for the United States, Mike Sawyer?</p> <p>4 <b>A. Yeah, it's just a matter of geographic</b></p> <p>5 <b>convenience.</b></p> <p>6 Q. Okay. What about Russ Schreiber, is he a</p> <p>7 lower-level person?</p> <p>8 <b>A. Russ was Mike Sawyer's boss, so he's up a level.</b></p> <p>9 Q. Okay. And would you characterize him as a</p> <p>10 lower-level person?</p> <p>11 <b>A. No.</b></p> <p>12 Q. What was his position?</p> <p>13 <b>A. He was the manager for the insurance group.</b></p> <p>14 Q. Now, you said there could be chatter between</p> <p>15 lower-level people or low-level people. What is</p> <p>16 the significance of that to you? Why did you say</p> <p>17 that?</p> <p>18 <b>A. Because our agreement with Chubb was if we're</b></p> <p>19 <b>going to do work for you it has to be in a</b></p> <p>20 <b>Statement of Work, and that's for everybody's</b></p> <p>21 <b>benefit because, you know, we want to make sure</b></p> <p>22 <b>we're operating within the agreement of what we're</b></p> <p>23 <b>going to provide; and Chubb doesn't want us to do</b></p> <p>24 <b>any work that isn't authorized because it can</b></p> <p>25 <b>create problems, and so that's why they have a</b></p> <p style="text-align: right;">Page 41</p>	<p>1 United States being within the scope of the</p> <p>2 license, are those binding?</p> <p>3 <b>A. No, the only things that are binding are what's in</b></p> <p>4 <b>the contracts because that's part of the deal that</b></p> <p>5 <b>Chubb wanted, is they said, we don't want to be</b></p> <p>6 <b>responsible and FICO doesn't want to be</b></p> <p>7 <b>responsible, it must be in a written agreement.</b></p> <p>8 Q. So as far as you're concerned, Mike Sawyer or Russ</p> <p>9 Schreiber could have had as many conversations as</p> <p>10 they wanted with Chubb people saying, go ahead,</p> <p>11 use it in Europe, use it in Canada, we'll help you</p> <p>12 use it in Europe, we'll help you use it in Canada,</p> <p>13 but those aren't binding on FICO. Is that your</p> <p>14 position?</p> <p>15 MS. KLIEBENSTEIN: Objection, calls for</p> <p>16 speculation and I think we're way outside of the</p> <p>17 30(b)(6) topic with this line of questioning. You</p> <p>18 can answer that if you can.</p> <p>19 THE WITNESS: Well, it really is speculating.</p> <p>20 BY MS. JANUS:</p> <p>21 Q. I'm asking the question.</p> <p>22 <b>A. Our people know that they have to have written</b></p> <p>23 <b>Statements of Work or they have to have license</b></p> <p>24 <b>agreements, and we have a policy that says that;</b></p> <p>25 <b>and then we follow the client's policy which --</b></p> <p style="text-align: right;">Page 43</p>